



COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
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GAIL FARBER, Director

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

April 17, 2012

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

20 April 17, 2012

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Supervisors:

**DELEGATE AUTHORITY TO THE DIRECTOR OF PUBLIC WORKS TO EXECUTE AN
AGREEMENT FOR THE MARINA DEL REY SUMMER SHUTTLE SERVICE
COUNTY UNINCORPORATED COMMUNITY OF MARINA DEL REY
(SUPERVISORIAL DISTRICT 4)
(3 VOTES)**

SUBJECT

This action is to authorize the Director of Public Works or her designee to negotiate and execute an agreement with Playa Vista Parks and Landscape Corporation for operation of the Marina del Rey Summer Shuttle Service through the summer of 2016.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that this service is statutorily exempt from the provisions of the California Environmental Quality Act.
2. Find that the use of a sole source agreement with Playa Vista Parks and Landscape Corporation, the only operator of a community shuttle service expressing an interest in providing the Marina del Rey Summer Shuttle Service, is in the best interest of the County of Los Angeles.
3. Authorize the Director of Public Works or her designee to negotiate and execute an agreement with Playa Vista Parks and Landscape Corporation for the operation of the Marina del Rey Summer Shuttle Service for the 2012 and 2013 summer seasons in the annual amount of \$60,000. This agreement will be for a period of 2 years commencing on May 1, 2012, through April 30, 2014, with three 1-year renewal options not to exceed a total contract period of 5 years and with a potential maximum contract sum of \$300,000.

4. Authorize the Director of Public Works or her designee to annually increase the maximum contract sum up to an additional 10 percent of the annual contract sum for any additional work and any negotiated rate increases that are within the scope of the agreement, if required.

5. Authorize the Director of Public Works or her designee to renew the agreement for each additional renewal option if in the opinion of the Director of Public Works or her designee Playa Vista Parks and Landscape Corporation has successfully performed during the previous agreement period and the services are still required; to act as agent for the County of Los Angeles when conducting business with the Playa Vista Parks and Landscape Corporation on any and all matters related to this agreement, including negotiating and signing any change notices, amendments, or rate and cost changes, which are subject to the stated limitations; and to suspend service, if in the opinion of the Director of Public Works or her designee, it is in the best interest of the County of Los Angeles to do so.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to continue the operation of the Marina del Rey Summer Shuttle Service through the summer of 2016. This seasonal community shuttle provides Friday and weekend fixed-route transit service to the residents, tourists, and visitors of Marina del Rey. The County of Los Angeles (County) has contracted this service since 2006.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provision of Operational Effectiveness (Goal 1) and Community and Municipal Services (Goal 3). This transit service improves the mobility and quality of life for County residents and visitors to the Marina del Rey area. By continuing to jointly fund this service with the Playa Vista Parks and Landscape Corporation, transit services are provided to the public in a cost effective, timely, and responsive manner.

FISCAL IMPACT/FINANCING

The agreement is for an annual amount of \$60,000, plus an additional 10 percent, if required, for any additional work and any negotiated rate and cost increases that are within the scope of work of the agreement. The necessary funds are available in the Fourth Supervisorial District's Proposition A Local Return Transit Program included in the Fiscal Year 2011-12 Transit Enterprise Fund Budget. Funds to finance the operating costs for Fiscal Years 2012-13 through 2016-17 will be included in the annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Department of Public Works (Public Works) developed the Marina del Rey Summer Shuttle Service by expanding on an existing weekend shuttle service provided by the Playa Capital Company, LLC, for the Playa Vista master planned community. Their operation of a weekend summer shuttle to transport Playa Vista residents to Venice Beach and Marina del Rey was implemented as an environmental mitigation measure in 2005.

The County entered into a prior agreement in July 2006 with the Playa Capital Company, LLC (the developer of the Playa Vista master planned community), to expand their 2005 limited stop Playa Vista, Marina del Rey, and Venice Beach Pier Summer Shuttle into a larger Marina del Rey Summer

Shuttle Pilot Project for the 2006 and 2007 summer seasons. Due to the residential growth of the Playa Vista development, the operation of the summer shuttle was transferred from the Playa Capital Company, LLC, to the Playa Vista Parks and Landscape Corporation (the Playa Vista Homeowners Association) during the 2008 summer season. In May of 2008, the County entered into a 4-year agreement for this service with the Playa Vista Parks and Landscape Corporation.

The agreement with the Playa Vista Parks and Landscape Corporation will commence upon your Board's approval for a period of approximately 2 years through April 30, 2014, for service to be provided during the 2012 and 2013 summer seasons. With your Board's approval, the Director of Public Works or her designee may renew this agreement for three 1-year renewal options, not to exceed a total contract period of 5 years, to continue this service through the summer of 2016. Prior to the Director of Public Works or her designee executing this agreement, it will be signed by the Playa Vista Parks and Landscape Corporation and approved as to form by County Counsel.

The recommended contract is for a sole source agreement and is in accordance with applicable Federal, State, and County requirements. The contractor is in compliance with the requirements of the Chief Executive Officer and your Board. Enclosed is the justification for sole source contracts checklist.

Public Works has evaluated and determined that the Living Wage Program (Los Angeles County Code Chapter 2.201) does not apply to this recommended agreement, which is for a service required on a part-time basis; hence, this service is not a Proposition A Contract (Los Angeles County Code Chapter 2.121).

The award of the contract will not result in unauthorized disclosure of confidential information. The terms and conditions for County service contracts supporting your Board's ordinances, policies, and programs were reviewed for applicability to this agreement. The Playa Vista Parks and Landscape Corporation has agreed to incorporate them as a part of this agreement and these include, but are not limited to, County's Greater Avenues for Independence and General Relief Opportunities for Work Programs, Board Policy No. 5.050; Contract Language to Assist in Placement of Displaced County Workers, Board Policy No. 5.110; Reporting of Improper Solicitations, Board Policy No. 5.060; Notice to Contract Employees of Newborn Abandonment Law (Safely Surrendered Baby Law), Board Policy No. 5.135; Contractor Employee Jury Service Program, Los Angeles County Code, Chapter 2.203; Notice to Employees Regarding the Federal Earned Income Credit (Federal Income Tax Law, Internal Revenue Service Notice 1015); Contractor Responsibility and Debarment, Los Angeles County Code, Chapter 2.202; the Los Angeles County's Child Support Compliance Program, Los Angeles County Code, Chapter 2.200; and Defaulted Property Tax Reduction Program Ordinance, Los Angeles County Code, Chapter 2.206; and the standard Board-directed clauses that provide for contract termination or renegotiation.

Proof of the required Comprehensive General and Automobile Liability insurance policies, naming the County as an additional insured, and evidence of Workers' Compensation insurance will be obtained from the contractor before any work is assigned.

ENVIRONMENTAL DOCUMENTATION

The proposed service is statutorily exempt from the provisions of the California Environmental Quality Act pursuant to Section 21080 (b)(10) of the Public Resources Code. This exemption provides for the implementation of passenger or commuter transit services.

CONTRACTING PROCESS

On June 20, 2006, Item 72, your Board approved a sole source agreement with the Playa Capital Company, LLC, for the operation of the Marina del Rey Summer Shuttle Pilot Project from July 1, 2006, through June 30, 2007, with a 1-year option for the summer season of 2007 ending on June 30, 2008. On May 24, 2007, Public Works renewed the service for the 2007 summer season. On May 13, 2008, Item 34, your Board approved a sole source agreement with the Playa Vista Parks and Landscape Corporation for the operation of the Marina del Rey Summer Shuttle from May 2008 through April 2010, with two 1-year renewal options for the summer seasons of 2010 and 2011. On January 31, 2011, Public Works renewed the final contract option for the 2011 summer season.

Public Works has continued to meet with several public transit agencies that provide fixed route public transit service in or near the Marina del Rey area, including the Los Angeles County Metropolitan Transportation Authority, Culver City Transit, Santa Monica Big Blue Bus, and the City of Los Angeles Department of Transportation in addition to Playa Vista Parks and Landscape Corporation, to determine if they could expand their routes to better serve Marina del Rey and if any were able and willing to provide a summer shuttle service within the Marina. The Playa Vista Parks and Landscape Corporation is the only operator of a community shuttle service that has continued to express an interest in providing the service. Accordingly, we recommend that the Marina del Rey Summer Shuttle Service be awarded as a sole source contract provided by the Playa Vista Parks and Landscape Corporation.

The Playa Vista Parks and Landscape Corporation periodically conducts a competitive bidding process for this service and has annually negotiated a service rate with their lowest-cost bidder. The current service provider was first subcontracted in May of 2008. The hourly service rate that the Playa Vista Parks and Landscape Corporation will be paying their subcontractor this upcoming summer is anticipated to be within the same range as bids received by Public Works for community fixed-route transit services. Public Works evaluated funding a weekend summer shuttle service for the Marina del Rey community similar to that being provided by the Playa Vista Parks and Landscape Corporation and determined that to continue to expand on Playa Vista Parks and Landscape Corporation's existing weekend summer shuttle would enable the County to provide an equivalent non-duplicate service at approximately one-half of the operating costs.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

This action provides for the continuation of the current service. The service enhances traveler options by providing transfer opportunities with Los Angeles County Metropolitan Transportation Authority and Culver City bus lines and provides service to evening concerts at Chace Park and transporting residents and visitors to key Marina del Rey destinations.

CONCLUSION

Please return one adopted copy of this letter to the Department of Public Works, Programs Development Division.

Respectfully submitted,

A handwritten signature in cursive script that reads "Gail Farber".

GAIL FARBER


Director

GF:JTW:nc

Enclosures

c: Chief Executive Office (Rita Robinson)
County Counsel
Executive Office
Office of Affirmative Action Compliance

ENCLOSURE

Check (√)	JUSTIFICATION FOR SOLE SOURCE CONTRACTS <i>Identify applicable justification and provide documentation for each checked item.</i>
√	➤ Only one bona fide source for the service exists; performance and price competition are not available.
	➤ Quick action is required (emergency situation).
	➤ Proposals have been solicited but no satisfactory proposals were received.
	➤ Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider.
	➤ It is more cost-effective to obtain services by exercising an option under an existing contract.
√	➤ It is in the best interest of the County, eg., administrative cost savings, excessive learning curve for a new service provider, etc.
	➤ Other reason. Please explain:
<div style="display: flex; justify-content: space-between; align-items: flex-end;"><div> Deputy Chief Executive Officer, CEO</div><div><u>3/30/12</u> Date</div></div>	

Each County department head is also required to report to the Chief Executive Officer by June 30 of each year those sole source contracts under \$250,000 executed by/for their department for the fiscal year ending on June 30. The Chief Executive Officer will compile the list and submit it to the Board of Supervisors.

Department of Public Works

Chief Executive Office

Internal Services Department